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2 Including Professional Corporations
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8 Attorneys for Plaintiff
ALIGN TECHNOLOGY, INC.

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA

13 ALIGN TECHNOLOGY, INC., a
Delaware corporation,

14 Plaintiff,

15 v.

16 NOW MEDIA GROUP, INC., a California
17 corporation, JOHN CALDWELL, an
individual,

18 Defendant.

Case No. CV-10-5040 SC

**STIPULATION TO JUDGMENT AND
PERMANENT INJUNCTION**

21 **RECITALS**

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23 1. On November 8, 2010, Align Technology, Inc. (“Align”) brought the above-
24 captioned complaint against Now Media Group, Inc., and John Caldwell (collectively
25 “Defendants”) for Unfair Competition, Contributory Trademark Infringement, Violations
26 of the Anti-Cybersquatting Consumer Protection Act, and Intentional Interference with
27 Contractual Relations.


2. After the filing of the complaint, the Parties discussed the settlement of this action, and have reached a mutually-acceptable resolution.

3. Accordingly, the Parties stipulate and agree as follows.

STIPULATION

The Parties stipulate and agree that judgment should be entered by the Court in favor of Plaintiff Align Technology, Inc., and against Defendants in the form attached hereto as Attachment A, and that a permanent injunction should be issued, in the form attached hereto as Attachment B. The Parties further stipulate and agree that the Court should retain jurisdiction over this matter for purposes of enforcement of the Parties' settlement agreement and the permanent injunction.

Dated: January 14, 2010

By 
JAMES M. CHADWICK
THAYER M. PREECE
**SHEPPARD MULLIN RICHTER &
HAMPTON, LLP**
Attorney for Plaintiff
ALIGN TECHNOLOGY, INC.

Dated: _____, 2010

By _____
MICHAEL J. NIEWIADOMY
**LAW OFFICE OF MICHAEL J.
NIEWIADOMY**
Attorney for Defendants
NOW MEDIA GROUP, INC. and JOHN
CALDWELL

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3. Accordingly, the Parties stipulate and agree as follows.

STIPULATION

The Parties stipulate and agree that judgment should be entered by the Court in favor of Plaintiff Align Technology, Inc., and against Defendants in the form attached hereto as Attachment A, and that a permanent injunction should be issued, in the form attached hereto as Attachment B. The Parties further stipulate and agree that the Court should retain jurisdiction over this matter for purposes of enforcement of the Parties' settlement agreement and the permanent injunction.


Dated: _____, 2010

By _____

JAMES M. CHADWICK
THAYER M. PREECE
**SHEPPARD MULLIN RICHTER &
HAMPTON, LLP**
Attorney for Plaintiff
ALIGN TECHNOLOGY, INC.

Dated: 1-24-11, 2010

By _____


MICHAEL J. NIEWIADOMY
**LAW OFFICE OF MICHAEL J.
NIEWIADOMY**
Attorney for Defendants
NOW MEDIA GROUP, INC. and JOHN
CALDWELL

Dated: JANUARY 14TH, 2011

By [Signature]
JOHN CALDWELL, President
For Defendant NOW MEDIA GROUP, INC.

Dated: JANUARY 14TH, 2011

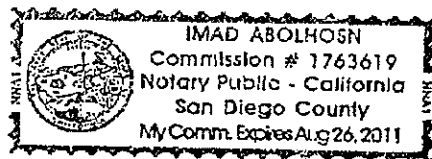
By [Signature]
JOHN CALDWELL
For Defendant JOHN CALDWELL

Affix seal of Notary Public below:

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO
On 01/14/11 before me, IMAD ABOLHOSN, notary public,
personally appeared JOHN CALDWELL
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE [Signature]



Dated: January 7, 2011

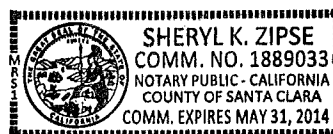
By Scott Meggs
SCOTT MEGGS, Senior Counsel
For Plaintiff ALIGN TECHNOLOGY, INC.

Affix seal of Notary Public below:

State of California
County of Santa Clara
On 1/7/11 before me, Sheryl K. Zipse Notary Public
personally appeared Scott Meggs
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies)
and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Sheryl K. Zipse
Notary Public



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ATTACHMENT A

NOT FOR CITATION

IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

ALIGN TECHNOLOGY, INC., a
Delaware corporation,

Plaintiff,

v.

NOW MEDIA GROUP, INC., a California
corporation, JOHN CALDWELL, an
individual,

Defendant.

Case No. CV-10-5040 SC

JUDGMENT

Pursuant to the stipulation of the parties filed in this case, and good cause appearing therefor,

IT IS ORDERED, ADJUDGED, AND DECREED that judgment be entered in favor of the Plaintiff, Align Technology, Inc. ("Align"), and against Defendants Now Media Group, Inc. and John Caldwell, as follows:

1. Defendants Now Media Group, Inc. and John Caldwell, and any person or entity acting in concert with either or both of them, shall be and hereby are permanently enjoined from doing any of the following, without the express prior written permission of Align, obtained after complete and accurate disclosure to Align of the otherwise proscribed activity contemplated:

a. Registering or using any Internet domain that incorporates the word "invisalign" or any confusingly similar variation thereof, whether alone or in combination with other words, letters, or symbols;

b. Registering or using any Internet domain that incorporates the word "align" or any confusingly similar variation thereof, whether alone or in combination with

1 other words, letters, or symbols, other than the words “alignment, aligns (without
2 apostrophe), aligner, or aligned,” in connection with any offering of services or products
3 provided by Align or any of its competitors;

4 c. Holding themselves out as in any way associated or affiliated with, or
5 sponsored or endorsed by, Align; or

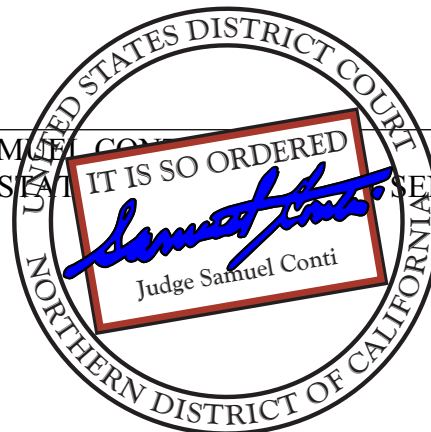
6 d. Creating or maintaining any website that uses any trademarks, logos,
7 or copyrighted materials owned by Align in any manner inconsistent with Align's Art and
8 Advertising Standards.

9 2. The Court will retain jurisdiction over this matter and over the Parties for the
10 purposes of enforcement of the settlement agreement entered into between the Parties and
11 enforcement of the injunction issued pursuant to this judgment.

12 IT IS SO ORDERED, ADJUDGED AND DECREED.

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14 Dated: 1/18/11, ~~2010~~

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16 HON. SAMUEL CONTI
17 UNITED STATES SENIOR JUDGE



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ATTACHMENT B

NOT FOR CITATION

IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

ALIGN TECHNOLOGY, INC., a
Delaware corporation,

Plaintiff,

v.

NOW MEDIA GROUP, INC., a California
corporation, JOHN CALDWELL, an
individual,

Defendant.

Case No. CV-10-5040 SC

PERMANENT INJUNCTION

TO DEFENDANTS NOW MEDIA GROUP, INC. and JOHN CALDWELL:

In accordance with the Court's Order granting judgment in favor of Plaintiff Align Technology, Inc. ("Align"), in the above-captioned matter, and pursuant to the stipulation of the parties, you, your officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with you or them who receive actual notice of this Order by personal service or otherwise, are hereby PERMANENTLY RESTRAINED AND ENJOINED from directly or indirectly doing any of the following, without the express prior written permission of Align, obtained after complete and accurate disclosure to Align of the otherwise proscribed activity contemplated:

1. Registering or using any Internet domain incorporating the word "invisalign" or any confusingly similar variation thereof, alone or in combination with other words, letters, or symbols;

2. Registering or using any Internet domain incorporating the word "align" or any confusingly similar variation thereof, alone or in combination with other words, letters, or symbols, other than the word "alignment, aligns (without apostrophe), aligner, or

1 aligned,” in connection with any offering of services or products provided by Align or any
2 of its competitors;

3 3. Holding yourselves out as in any way associated or affiliated with, or
4 sponsored or endorsed by Align; and

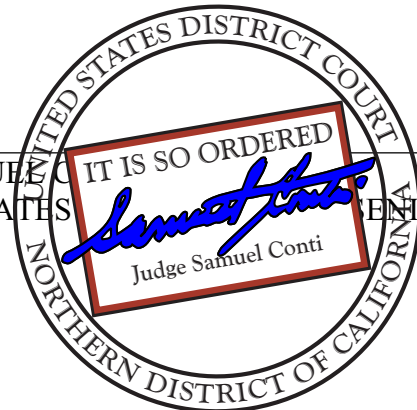
5 4. Creating or maintaining any website that uses any trademarks, logos, or
6 copyrighted materials owned by Align in any manner inconsistent with Align's Art and
7 Advertising Standards.

8 This Court shall retain jurisdiction over the parties to enforce this Permanent
9 Injunction Order.

10 IT IS SO ORDERED.

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12 Dated: 1/18/11, ~~2010~~

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14 HON. SAMUEL C.
15 UNITED STATES



16 SENIOR JUDGE
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